

AGREEMENT

This Agreement entered into this 26th day of OCTOBER 1990, by and between the State of Utah, acting through the BOARD OF WATER RESOURCES, sometimes referred to herein as the STATE, and the WEBER-BOX ELDER CONSERVATION DISTRICT, a conservation district organized under the Laws of the State of Utah, sometimes referred to herein as the DISTRICT:

W I T N E S S E T H

THAT WHEREAS, the Utah Legislature has authorized the BOARD OF WATER RESOURCES, under Title 73-10 Utah Code Annotated, to enter into contracts for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah; and

WHEREAS, the Parties hereto did on September 1949, April 18, 1969, August 16, 1979, June 30, 1981, September 23, 1981, August 14, 1982 and August 13, 1987 enter into contracts for construction of water conservation projects, under which contracts certain water rights, easements, and rights-of-way were conveyed to the STATE; and

WHEREAS, the STATE desires to promote a water conservation project, estimated to cost \$550,000.00, and to provide 80% of the project cost from the Conservation and Development Fund for construction of 3,700 feet of transmission pipeline, reconstruction of a pump station, construction of a concrete lined reservoir, and repair of North Ogden Reservoir, hereinafter referred to as the PROJECT and located in Sections 19 and 34, T7N, R1W, SLB&M in Weber County, Utah; and

WHEREAS, it is the desire of the DISTRICT to enter into a contract with the STATE, for a consideration to be hereinafter provided, and to use the water developed by the PROJECT, and as the DISTRICT has the available manpower and facilities necessary to construct the PROJECT, and is ready, willing, and able to enter into a contract for such purpose;

NOW THEREFORE, the Parties hereto enter into this agreement and make the following assignments:

1. The DISTRICT hereby agrees to convey, grant, and warrant to the STATE, title, in fee simple as required, to the real estate upon which the structures are to be constructed; and further agrees to convey, grant, and warrant to the STATE, title to such easements and rights-of-way as shall be necessary to enable the STATE to construct, maintain, and operate the PROJECT; and further agrees to

17-082-0020 TO 0022, 0006, 0018
17-082-0047, 0048, 0038

E# 1406846 BK1806 PG2928
DOUG CROFTS, WEBER COUNTY RECORDER
17-MAY-96 950 AM FEE \$1.00 DEP PL
REC FOR: STATE OF UTAH WATER RESOURCES

17-083-0001 TO 0003, 0005 TO 0007, 0009, 0010, 0012, 0016 TO 0018
0020, 0021

17-084-0001 TO 0003, 0005 TO 0009, 0012 TO 0019, 0021

17-084-0022 TO 0025

17-085-0002, 0003, 0005, 0006, 0008 TO 0012, 0014 TO 0029

17-085-0031 TO 0033, 0036, 0037 TO 0043, 0047, 0048

17-086-0001 TO 0017, 17-050-0018

17-086-0001 TO 0002, 0004 TO 0010

17-088-0001 TO 0016

17-089-0001 TO 0004

3-012-1000
8-013-1000
9-014-1000

16-027-0001 to 0007, 0009 to 0022, 0024, 0025, 0031 to 0033
16-027-0026, 19-016-0042
16-031-0001 to 0007, 0009, 0010, 0012 to 0016, 0019 to 0025

grant and convey to the STATE an easement to use any and all of the DISTRICT'S facilities in Sections 19, 30, and 34, T7N, R1W, and Section 24, T7N, R2W, SLB&M.

The DISTRICT further agrees that the STATE shall retain, for the life of this agreement and the aforesaid previous contract, title to the real estate, easements, and rights-of-way conveyed to the STATE pursuant to said previous contract, including the right to use any and all of the DISTRICT'S water distribution facilities.

2. The DISTRICT hereby agrees to convey, assign, and warrant to the STATE, all right, title, and interest which it has or may have, to the right to the use of the water which shall be developed or conveyed through the use of the PROJECT, and particularly 100 shares of capital stock in the North Ogden Irrigation Company for the PROJECT.

3. The DISTRICT recognizes as valid the conveyance of easements and rights-of-way executed by various owners of the land to the STATE, and agrees that all performance by the DISTRICT under this contract shall be subservient to, and in recognition of, the aforesaid rights of the STATE in and to the aforesaid easements and rights-of-way.

4. The DISTRICT agrees to supply the necessary manpower and facilities and agrees to complete the construction of the PROJECT regardless of unforeseen contingencies, in accordance with plans, specifications, and work items, a copy of which is hereby incorporated by reference and made a part hereof.

5. The STATE agrees to pay to the DISTRICT Eighty Percent (80%) of the total cost of constructing the PROJECT, but in no event shall the amount paid by the STATE exceed Four Hundred Forty Thousand Dollars (\$440,000.00), and the DISTRICT agrees to pay all costs in excess of the amount paid by the STATE. In the event the DISTRICT receives Federal grant funds for the PROJECT, the funds provided by the STATE shall be reduced by the amount of the Federal grant.

6. All payments made by the STATE to the DISTRICT under this agreement shall be made payable to WEBER-BOX ELDER CONSERVATION DISTRICT and mailed to Terel Grimley, General Manager, 471 West 2nd Street, Ogden, Utah, 84404, Phone: 621-6555, or such person as may hereafter be designated by the DISTRICT. The DISTRICT shall, during the construction period under this agreement, establish in a bank of its choice, a special checking account for the PROJECT, and all monies from any source to be used for payment of obligations towards the construction work shall be deposited in this special account and disbursed by check to meet the obligations of the PROJECT construction. Said account must require all checks be signed by two DISTRICT Officers specified by the Board of Directors of the DISTRICT. All items of labor and

16-012-0001 to 0004, 0006, 0008, 0010, 0012, 0014, 0016, 0018, 0020, 0022, 0024, 0026, 0028, 0030, 0032, 0034, 0036, 0038, 0040, 0042, 0044, 0046, 0048, 0050, 0052, 0054, 0056, 0058, 0060, 0062, 0064, 0066, 0068, 0070, 0072, 0074, 0076, 0078, 0080, 0082, 0084, 0086, 0088, 0090, 0092, 0094, 0096, 0098, 0100, 0102, 0104, 0106, 0108, 0110, 0112, 0114, 0116, 0118, 0120, 0122, 0124, 0126, 0128, 0130, 0132, 0134, 0136, 0138, 0140, 0142, 0144, 0146, 0148, 0150, 0152, 0154, 0156, 0158, 0160, 0162, 0164, 0166, 0168, 0170, 0172, 0174, 0176, 0178, 0180, 0182, 0184, 0186, 0188, 0190, 0192, 0194, 0196, 0198, 0200, 0202, 0204, 0206, 0208, 0210, 0212, 0214, 0216, 0218, 0220, 0222, 0224, 0226, 0228, 0230, 0232, 0234, 0236, 0238, 0240, 0242, 0244, 0246, 0248, 0250, 0252, 0254, 0256, 0258, 0260, 0262, 0264, 0266, 0268, 0270, 0272, 0274, 0276, 0278, 0280, 0282, 0284, 0286, 0288, 0290, 0292, 0294, 0296, 0298, 0300, 0302, 0304, 0306, 0308, 0310, 0312, 0314, 0316, 0318, 0320, 0322, 0324, 0326, 0328, 0330, 0332, 0334, 0336, 0338, 0340, 0342, 0344, 0346, 0348, 0350, 0352, 0354, 0356, 0358, 0360, 0362, 0364, 0366, 0368, 0370, 0372, 0374, 0376, 0378, 0380, 0382, 0384, 0386, 0388, 0390, 0392, 0394, 0396, 0398, 0400, 0402, 0404, 0406, 0408, 0410, 0412, 0414, 0416, 0418, 0420, 0422, 0424, 0426, 0428, 0430, 0432, 0434, 0436, 0438, 0440, 0442, 0444, 0446, 0448, 0450, 0452, 0454, 0456, 0458, 0460, 0462, 0464, 0466, 0468, 0470, 0472, 0474, 0476, 0478, 0480, 0482, 0484, 0486, 0488, 0490, 0492, 0494, 0496, 0498, 0500, 0502, 0504, 0506, 0508, 0510, 0512, 0514, 0516, 0518, 0520, 0522, 0524, 0526, 0528, 0530, 0532, 0534, 0536, 0538, 0540, 0542, 0544, 0546, 0548, 0550, 0552, 0554, 0556, 0558, 0560, 0562, 0564, 0566, 0568, 0570, 0572, 0574, 0576, 0578, 0580, 0582, 0584, 0586, 0588, 0590, 0592, 0594, 0596, 0598, 0600, 0602, 0604, 0606, 0608, 0610, 0612, 0614, 0616, 0618, 0620, 0622, 0624, 0626, 0628, 0630, 0632, 0634, 0636, 0638, 0640, 0642, 0644, 0646, 0648, 0650, 0652, 0654, 0656, 0658, 0660, 0662, 0664, 0666, 0668, 0670, 0672, 0674, 0676, 0678, 0680, 0682, 0684, 0686, 0688, 0690, 0692, 0694, 0696, 0698, 0700, 0702, 0704, 0706, 0708, 0710, 0712, 0714, 0716, 0718, 0720, 0722, 0724, 0726, 0728, 0730, 0732, 0734, 0736, 0738, 0740, 0742, 0744, 0746, 0748, 0750, 0752, 0754, 0756, 0758, 0760, 0762, 0764, 0766, 0768, 0770, 0772, 0774, 0776, 0778, 0780, 0782, 0784, 0786, 0788, 0790, 0792, 0794, 0796, 0798, 0800, 0802, 0804, 0806, 0808, 0810, 0812, 0814, 0816, 0818, 0820, 0822, 0824, 0826, 0828, 0830, 0832, 0834, 0836, 0838, 0840, 0842, 0844, 0846, 0848, 0850, 0852, 0854, 0856, 0858, 0860, 0862, 0864, 0866, 0868, 0870, 0872, 0874, 0876, 0878, 0880, 0882, 0884, 0886, 0888, 0890, 0892, 0894, 0896, 0898, 0900, 0902, 0904, 0906, 0908, 0910, 0912, 0914, 0916, 0918, 0920, 0922, 0924, 0926, 0928, 0930, 0932, 0934, 0936, 0938, 0940, 0942, 0944, 0946, 0948, 0950, 0952, 0954, 0956, 0958, 0960, 0962, 0964, 0966, 0968, 0970, 0972, 0974, 0976, 0978, 0980, 0982, 0984, 0986, 0988, 0990, 0992, 0994, 0996, 0998, 1000, 1002, 1004, 1006, 1008, 1010, 1012, 1014, 1016, 1018, 1020, 1022, 1024, 1026, 1028, 1030, 1032, 1034, 1036, 1038, 1040, 1042, 1044, 1046, 1048, 1050, 1052, 1054, 1056, 1058, 1060, 1062, 1064, 1066, 1068, 1070, 1072, 1074, 1076, 1078, 1080, 1082, 1084, 1086, 1088, 1090, 1092, 1094, 1096, 1098, 1100, 1102, 1104, 1106, 1108, 1110, 1112, 1114, 1116, 1118, 1120, 1122, 1124, 1126, 1128, 1130, 1132, 1134, 1136, 1138, 1140, 1142, 1144, 1146, 1148, 1150, 1152, 1154, 1156, 1158, 1160, 1162, 1164, 1166, 1168, 1170, 1172, 1174, 1176, 1178, 1180, 1182, 1184, 1186, 1188, 1190, 1192, 1194, 1196, 1198, 1200, 1202, 1204, 1206, 1208, 1210, 1212, 1214, 1216, 1218, 1220, 1222, 1224, 1226, 1228, 1230, 1232, 1234, 1236, 1238, 1240, 1242, 1244, 1246, 1248, 1250, 1252, 1254, 1256, 1258, 1260, 1262, 1264, 1266, 1268, 1270, 1272, 1274, 1276, 1278, 1280, 1282, 1284, 1286, 1288, 1290, 1292, 1294, 1296, 1298, 1300, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328, 1330, 1332, 1334, 1336, 1338, 1340, 1342, 1344, 1346, 1348, 1350, 1352, 1354, 1356, 1358, 1360, 1362, 1364, 1366, 1368, 1370, 1372, 1374, 1376, 1378, 1380, 1382, 1384, 1386, 1388, 1390, 1392, 1394, 1396, 1398, 1400, 1402, 1404, 1406, 1408, 1410, 1412, 1414, 1416, 1418, 1420, 1422, 1424, 1426, 1428, 1430, 1432, 1434, 1436, 1438, 1440, 1442, 1444, 1446, 1448, 1450, 1452, 1454, 1456, 1458, 1460, 1462, 1464, 1466, 1468, 1470, 1472, 1474, 1476, 1478, 1480, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1498, 1500, 1502, 1504, 1506, 1508, 1510, 1512, 1514, 1516, 1518, 1520, 1522, 1524, 1526, 1528, 1530, 1532, 1534, 1536, 1538, 1540, 1542, 1544, 1546, 1548, 1550, 1552, 1554, 1556, 1558, 1560, 1562, 1564, 1566, 1568, 1570, 1572, 1574, 1576, 1578, 1580, 1582, 1584, 1586, 1588, 1590, 1592, 1594, 1596, 1598, 1600, 1602, 1604, 1606, 1608, 1610, 1612, 1614, 1616, 1618, 1620, 1622, 1624, 1626, 1628, 1630, 1632, 1634, 1636, 1638, 1640, 1642, 1644, 1646, 1648, 1650, 1652, 1654, 1656, 1658, 1660, 1662, 1664, 1666, 1668, 1670, 1672, 1674, 1676, 1678, 1680, 1682, 1684, 1686, 1688, 1690, 1692, 1694, 1696, 1698, 1700, 1702, 1704, 1706, 1708, 1710, 1712, 1714, 1716, 1718, 1720, 1722, 1724, 1726, 1728, 1730, 1732, 1734, 1736, 1738, 1740, 1742, 1744, 1746, 1748, 1750, 1752, 1754, 1756, 1758, 1760, 1762, 1764, 1766, 1768, 1770, 1772, 1774, 1776, 1778, 1780, 1782, 1784, 1786, 1788, 1790, 1792, 1794, 1796, 1798, 1800, 1802, 1804, 1806, 1808, 1810, 1812, 1814, 1816, 1818, 1820, 1822, 1824, 1826, 1828, 1830, 1832, 1834, 1836, 1838, 1840, 1842, 1844, 1846, 1848, 1850, 1852, 1854, 1856, 1858, 1860, 1862, 1864, 1866, 1868, 1870, 1872, 1874, 1876, 1878, 1880, 1882, 1884, 1886, 1888, 1890, 1892, 1894, 1896, 1898, 1900, 1902, 1904, 1906, 1908, 1910, 1912, 1914, 1916, 1918, 1920, 1922, 1924, 1926, 1928, 1930, 1932, 1934, 1936, 1938, 1940, 1942, 1944, 1946, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054, 2056, 2058, 2060, 2062, 2064, 2066, 2068, 2070, 2072, 2074, 2076, 2078, 2080, 2082, 2084, 2086, 2088, 2090, 2092, 2094, 2096, 2098, 2100, 2102, 2104, 2106, 2108, 2110, 2112, 2114, 2116, 2118, 2120, 2122, 2124, 2126, 2128, 2130, 2132, 2134, 2136, 2138, 2140, 2142, 2144, 2146, 2148, 2150, 2152, 2154, 2156, 2158, 2160, 2162, 2164, 2166, 2168, 2170, 2172, 2174, 2176, 2178, 2180, 2182, 2184, 2186, 2188, 2190, 2192, 2194, 2196, 2198, 2200, 2202, 2204, 2206, 2208, 2210, 2212, 2214, 2216, 2218, 2220, 2222, 2224, 2226, 2228, 2230, 2232, 2234, 2236, 2238, 2240, 2242, 2244, 2246, 2248, 2250, 2252, 2254, 2256, 2258, 2260, 2262, 2264, 2266, 2268, 2270, 2272, 2274, 2276, 2278, 2280, 2282, 2284, 2286, 2288, 2290, 2292, 2294, 2296, 2298, 2300, 2302, 2304, 2306, 2308, 2310, 2312, 2314, 2316, 2318, 2320, 2322, 2324, 2326, 2328, 2330, 2332, 2334, 2336, 2338, 2340, 2342, 2344, 2346, 2348, 2350, 2352, 2354, 2356, 2358, 2360, 2362, 2364, 2366, 2368, 2370, 2372, 2374, 2376, 2378, 2380, 2382, 2384, 2386, 2388, 2390, 2392, 2394, 2396, 2398, 2400, 2402, 2404, 2406, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2424, 2426, 2428, 2430, 2432, 2434, 2436, 2438, 2440, 2442, 2444, 2446, 2448, 2450, 2452, 2454, 2456, 2458, 2460, 2462, 2464, 2466, 2468, 2470, 2472, 2474, 2476, 2478, 2480, 2482, 2484, 2486, 2488, 2490, 2492, 2494, 2496, 2498, 2500, 2502, 2504, 2506, 2508, 2510, 2512, 2514, 2516, 2518, 2520, 2522, 2524, 2526, 2528, 2530, 2532, 2534, 2536, 2538, 2540, 2542, 2544, 2546, 2548, 2550, 2552, 2554, 2556, 2558, 2560, 2562, 2564, 2566, 2568, 2570, 2572, 2574, 2576, 2578, 2580, 2582, 2584, 2586, 2588, 2590, 2592, 2594, 2596, 2598, 2600, 2602, 2604, 2606, 2608, 2610, 2612, 2614, 2616, 2618, 2620, 2622, 2624, 2626, 2628, 2630, 2632, 2634, 2636, 2638, 2640, 2642, 2644, 2646, 2648, 2650, 2652, 2654, 2656, 2658, 2660, 2662, 2664, 2666, 2668, 2670, 2672, 2674, 2676, 2678, 2680, 2682, 2684, 2686, 2688, 2690, 2692, 2694, 2696, 2698, 2700, 2702, 2704, 2706, 2708, 2710, 2712, 2714, 2716, 2718, 2720, 2722, 2724, 2726, 2728, 2730, 2732, 2734, 2736, 2738, 2740, 2742, 2744, 2746, 2748, 2750, 2752, 2754, 2756, 2758, 2760, 2762, 2764, 2766, 2768, 2770, 2772, 2774, 2776, 2778, 2780, 2782, 2784, 2786, 2788, 2790, 2792, 2794, 2796, 2798, 2800, 2802, 2804, 2806, 2808, 2810, 2812, 2814, 2816, 2818, 2820, 2822, 2824, 2826, 2828, 2830, 2832, 2834, 2836, 2838, 2840, 2842, 2844, 2846, 2848, 2850, 2852, 2854, 2856, 2858, 2860, 2862, 2864, 2866, 2868, 2870, 2872, 2874, 2876, 2878, 2880, 2882, 2884, 2886, 2888, 2890, 2892, 2894, 2896, 2898, 2900, 2902, 2904, 2906, 2908, 2910, 2912, 2914, 2916, 2918, 2920, 2922, 2924, 2926, 2928, 2930, 2932, 2934, 2936, 2938, 2940, 2942, 2944, 2946, 2948, 2950, 2952, 2954, 2956, 2958, 2960, 2962, 2964, 2966, 2968, 2970, 2972, 2974, 2976, 2978, 2980, 2982, 2984, 2986, 2988, 2990, 2992, 2994, 2996, 2998, 3000, 3002, 3004, 3006, 3008, 3010, 3012, 3014, 3016, 3018, 3020, 3022, 3024, 3026, 3028, 3030, 3032, 3034, 3036, 3038, 3040, 3042, 3044, 3046, 3048, 3050, 3052, 3054, 3056, 3058, 3060, 3062, 3064, 3066, 3068, 3070, 3072, 3074, 3076, 3078, 3080, 3082, 3084, 3086, 3088, 3090, 3092, 3094, 3096, 3098, 3100, 3102, 3104, 3106, 3108, 3110, 3112, 3114, 3116, 3118, 3120, 3122, 3124, 3126, 3128, 3130, 3132, 3134, 3136, 3138, 3140, 3142, 3144, 3146, 3148, 3150, 3152, 3154, 3156, 3158, 3160, 3162, 3164, 3166, 3168, 3170, 3172, 3174, 3176, 3178, 3180, 3182, 3184, 3186, 3188, 3190, 3192, 3194, 3196, 3198, 3200, 3202, 3204, 3206, 3208, 3210, 3212, 3214, 3216, 3218, 3220, 3222, 3224, 3226, 3228, 3230, 3232, 3234, 3236, 3238, 3240, 3242, 3244, 3246, 3248, 3250, 3252, 3254, 3256, 3258, 3260, 3262, 3264, 3266, 3268, 3270, 3272, 3274, 3276, 3278, 3280, 3282, 3284, 3286, 3288, 3290, 3292, 3294, 3296, 3298, 3300, 3302, 3304, 3306, 3308, 3310, 3312, 3314, 3316, 3318, 3320, 3322, 3324, 3326, 3328, 3330, 3332, 3334, 3336, 3338, 3340, 3342, 3344, 3346, 3348, 3350, 3352, 3354, 3356, 3358, 3360, 3362, 3364, 3366, 3368, 3370, 3372, 3374, 3376, 3378, 3380, 3382, 3384, 3386, 3388, 3390, 3392, 3394, 3396, 3398, 3400, 3402, 3404, 3406, 3408, 3410, 3412, 3414, 3416, 3418, 3420, 3422, 3424, 3426, 3428, 3430, 3432, 3434, 3436, 3438, 3440, 3442, 3444, 3446, 3448, 3450, 3452, 3454, 3456, 3458, 3460, 3462, 3464, 3466, 3468, 3470, 3472, 3474, 3476, 3478, 3480, 3482, 3484, 3486, 3488, 3490, 3492, 3494, 3496, 3498, 3500, 3502, 3504, 3506, 3508, 3510, 3512, 3514, 3516, 3518, 3520, 3522, 3524, 3526, 3528, 3530, 3532, 3534, 3536, 3538, 3540, 3542, 3544, 3546, 3548, 3550, 3552, 3554, 3556, 3558, 3560, 3562, 3564, 3566, 3568, 3570, 3572, 3574, 3576, 3578, 3580, 3582, 3584, 3586, 3588, 3590, 3592, 3594, 3596, 3598, 3600, 3602, 3604, 3606, 3608, 3610, 3612, 3614, 3616, 3618, 3620, 3622, 3624, 3626, 3628, 3630, 3632, 3634, 3636, 3638, 3640, 3642, 3644, 3646, 3648, 3650, 3652, 3654, 3656, 3658, 3660, 3662, 3664, 3666, 3668, 3670, 3672, 3674, 3676, 3678, 3680, 3682, 3684, 3686, 3688, 3690, 3692, 3694, 3696, 3698, 3700, 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716, 3718, 3720, 3722, 3724, 3726, 3728, 3730, 3732, 3734, 3736, 3738, 3740, 3742, 3744, 3746, 3748, 3750, 3752, 3754, 3756, 3758, 3760, 3762, 3764, 3766, 3768, 3770, 3772, 377

17-061-0001 TO 0006, 0009 TO 0025, 0027 TO 0037
17-061-0039 TO 0043, 17-073-0007, 0004

equipment shall be fully accounted for, and once each month the DISTRICT shall send to the DIVISION OF WATER RESOURCES a photocopy of each check issued from the said special account during the month. A copy of each Bank statement shall also be provided to the DIVISION OF WATER RESOURCES.

7. It is further agreed that payment of the STATE'S share of the construction costs shall be made periodically to the DISTRICT upon the presentation by the DISTRICT to the STATE of a certified statement of the payment requirement which shall be in the nature of a partial estimate of the work completed to date by the DISTRICT on each work item. The DISTRICT shall withhold Ten Percent (10%) of each payment to the construction contractor until Fifty Percent (50%) of the work has been completed, at which time the remaining partial payments may be made in full, if the work is progressing satisfactorily. Also, whenever the work is substantially complete, the amount withheld may be further reduced. The amounts withheld as set forth hereinabove shall be deposited by the DISTRICT in a separate interest-bearing account, with the interest accruing to the benefit of the contractors and subcontractors on a pro rata basis according to the work performed by each. The withholdings and the interest earned thereon shall become due and payable to the said contractors and subcontractors upon satisfactory completion of the construction work under this agreement, or sub-agreements, and upon final inspection and acceptance of the work by an engineer designated by the STATE.

8. It is further agreed that the DISTRICT shall complete the construction of the PROJECT on or before April 1, 1991, and that title to the entire PROJECT, including all appurtenant facilities and water rights, shall immediately vest in the STATE.

9. The STATE agrees to sell, and the DISTRICT agrees to purchase, the land, easements, rights-of-way, water rights, the constructed works, and all appurtenant facilities acquired by the STATE in this agreement and Assignments at a total purchase price defined to be the combined total of all funds paid by the STATE for the design and the construction of the PROJECT, but not to exceed Four Hundred Forty Thousand Dollars (\$440,000.00), plus all expense incurred by the STATE for the investigation, engineering, and inspection of the PROJECT, plus interest on this total amount at the rate of Five Percent (5%). Interest shall accrue on the outstanding balance from the date of the first progress payment by the STATE. The actual cost of investigation, development, and administration shall be determined by the STATE upon completion of the PROJECT.

10. The purchase price as defined above shall be payable over a period of time not to exceed Seventeen (17) years, in annual installments commencing on March 1, 1992, and due and payable on the same date each and every year thereafter until paid in full. Annual installments shall be in the amounts specified as follows:

17-059-ALL

6-232-0002 TO 0009, 0011 TO 0014, 0016, 0018, 0020 TO 0025
6-232-0027 TO 0037, 7-250-0018
17-061-0002 TO 0006, 0008 TO 0015, 0016 TO 0019, 0020 TO 0022

<u>Years</u>	<u>Payment to Board</u>
1992	\$10,000
1993	20,000
1994	30,000
1995	35,000
1996	40,000
1997	45,000
1998-2008	50,000 approx. (Amortize)

Any interest, penalties, or principal not covered by said payments through 1997 will be carried over and added to the unpaid balance. The balance of the purchase price shall then be amortized over the remaining ten (10) years of the purchase period commencing with the March 1, 1998 payments. Said sums shall be payable at the office of the DIVISION OF WATER RESOURCES, and shall be applied first against the indebtedness incurred by the STATE for investigation, engineering, and inspection until fully paid, and then to interest and penalties and principal. Delinquent payments shall bear interest at a rate of Eighteen Percent (18%) per annum.

11. During the purchase period, the DISTRICT may not change the use of any PROJECT water or facilities from irrigation to industrial, municipal, or hydroelectric power generation without the written consent of the Board of Water Resources. The DISTRICT agrees that such consent may be conditional upon an amendment to this agreement to reflect a higher interest rate and/or a shorter repayment period for the outstanding balance due the STATE under this agreement. The terms of the amendment shall be negotiable between the Parties hereto.

12. During the period of such purchase under this contract, provided the DISTRICT is not delinquent in any manner, the DISTRICT shall have and is hereby given the right to use the STATE'S water rights, and all facilities constructed thereunder. During the life of this agreement, the DISTRICT agrees to assume, at the DISTRICT'S expense, the full and complete obligation of maintaining and operating the constructed works, and other facilities, and of protecting all water rights, easements, and rights-of-way from forfeiture, including the payment of any fees or assessments for said water rights, easements or rights-of-way, including the License Agreement between the United States of America acting through the Bureau of Reclamation and the State of Utah, Division of Water Resources, Contract No. 0-LM-41-00400.

13. The DISTRICT agrees to cause to be paid and collected all necessary payments and assessments from the sale of project water, ad valorem taxes and such other charges, and will use all of the authority and resources of the DISTRICT to meet its obligations and to make all payment pursuant to the terms of this agreement.

17-082-0001 TO 0006, 0008 TO 0010, 0012, 0015 TO 0019

17-082-0023 TO 0025, 0028, 0030, 0031, 0033 TO 0036

17-082-0038 TO 0044, 0046, 0049, TO 0054, 0056, 0057

17-082-0058 TO 0062

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17-082-0065, 0067, 0068 TO 0083, 0085, 0088

17-082-0089, 0091, 0092, 0094, 0096, 0099

17-082-0001 TO 0006, 0008 TO 0010, 0012, 0015 TO 0019
 17-082-0023 TO 0025, 0028, 0030, 0031, 0033 TO 0036
 17-082-0038 TO 0044, 0046, 0049, TO 0054, 0056, 0057
 17-082-0058 TO 0062
 17-082-0065, 0067, 0068 TO 0083, 0085, 0088
 17-082-0089, 0091, 0092, 0094, 0096, 0099

17-162-0001 TO 0007
17-172-0001 TO 0028
17-173-0001 TO 0009
17-176-0001 TO 0007

17-178-0001 TO 0011
17-183-0001 TO 0012
17-185-0001 TO 0002
17-188-0001 TO 0007
17-193-0001 TO 0005

14. The DISTRICT hereby warrants the STATE that the construction of the PROJECT will not interfere with existing water rights. If the PROJECT herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the PROJECT, then the DISTRICT hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

15. In constructing or causing the PROJECT to be constructed, the DISTRICT shall comply with the provisions of the Utah Anti-Discrimination Act of 1965 and hereby agrees as follows:

(a) The DISTRICT will not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry, or national origin.

(b) In all solicitations or advertisements for employees, the DISTRICT will state that all qualified applicants will receive consideration without regard to race, color, sex, religion, ancestry or national origin.

(c) The DISTRICT will send to each labor union or workers representative notices to be provided, stating the DISTRICT'S responsibilities under the statute.

(d) The DISTRICT will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the statute.

(e) Failure of the DISTRICT to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and it shall be canceled, terminated or suspended in whole or in part.

(f) The DISTRICT will include the provisions of Items (a) through (e) in every subcontract or purchase order (unless exempted under the statute or rules and regulations) so that such provisions will be binding upon such subcontractor or vendor.

16. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

17. The DISTRICT hereby agrees to indemnify and hold harmless the STATE and its officers, agents and employees from any and all liability or claims in connection with this agreement or the

16-140-0001 TO 0012
16-143-0001 TO 0005
16-150-0001 TO 0014
16-151-0001 TO 0008
16-153-0001 TO 0010
16-154-0001 TO 0000

16-157-0001 TO 0014
16-161-0001 TO 0012
16-164-0001 TO 0018
16-170-0001 TO 0008
16-174-0001 TO 0011
16-175-0001 TO 0007
16-176-0001 TO 0007
16-178-0001 TO 0004

16-178-0001 TO 0009
16-180-0001 TO 0010
16-181-0001 TO 0011
17-189-0001 TO 0010
17-085-ALL
17-099-0001 TO
17-132-0001 TO
17-144-0001 TO

16-001-0001 TO 0008
16-002-0001 TO 0007
16-003-0001 TO 0007
16-004-0001 TO 0007
16-005-0001 TO 0006
16-006-0001 TO 0005
16-007-0001 TO 0009
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development, design, inspection, construction, or operation and maintenance of the Project, including, but not limited to, any and all claims for injury or death of persons or animals, or for any property loss or damage, including damage to the Project facilities; except for any such claims arising from or caused by the sole negligence of the STATE.

18. It is mutually understood that the STATE'S review of the plans and specifications, bidding documents and general conditions is solely for the purpose of assuring that the PROJECT to be constructed by the DISTRICT is as represented in its application and that the PROJECT meets the STATE'S lending criteria. Neither the STATE or officers, employees, or agents thereof shall have any duty to note any design or other defect relating to the PROJECT, and none shall be liable for any loss, claim or damages with respect to the design, bidding, construction, maintenance or operation of the PROJECT or any water system of which the PROJECT is a part.

19. After the DISTRICT shall have paid in full the purchase price, as defined above, and provided the DISTRICT has satisfied the terms of the aforesaid previous contracts, the STATE shall execute such deeds and bills of sale as will be necessary to re-vest the same title to the aforesaid property and water rights in the DISTRICT.

20. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject or any assignment to any person, firm, or corporation, by the said DISTRICT, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

21. No covenant or condition of this contract can be waived except by the written consent of the STATE. Forbearance or indulgence by the STATE in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the DISTRICT, and until complete performance by the DISTRICT of said covenant or condition, the STATE shall be entitled to invoke any remedy available to the STATE under this contract or by law or in equity despite said forbearance or indulgence. Receipt by the STATE of a partial payment of any installment due hereunder shall be deemed to be part payment only and notwithstanding any endorsement, the STATE may accept said payment without prejudice to its right to recover the balance.

22. This agreement shall not become binding upon the STATE until it has been signed by all persons and agencies required by law, and the STATE shall not become liable to the DISTRICT for any commitments made by the DISTRICT until this agreement has been fully executed.

IN WITNESS WHEREOF, the State of Utah, acting through the BOARD OF WATER RESOURCES, has caused these presents to be signed by the Chairman and Director of the said BOARD OF WATER RESOURCES by authority of a resolution of said Board; and the WEBER-BOX ELDER CONSERVATION DISTRICT, has caused these presents to be signed and executed on its behalf by Leslie E. Randall, its President, and Lee Ann Fuller, its Secretary, by authority of a resolution of its Board of Directors at a meeting held July 12, 1990.

WEBER-BOX ELDER CONSERVATION DISTRICT

Leslie E. Randall
President

Lee Ann M. Fuller
Secretary

87-6122964
Employer Identification No.

BOARD OF WATER RESOURCES

O. Eugene Johansen
Chairman

D. Larry Anderson
Director

AVAILABILITY OF FUNDS:
Scott H. [Signature]
Division Budget/Accounting

APPROVED: DIVISION OF FINANCE
Richard [Signature] 11/16/90
for Director of Finance

STATE OF UTAH)
County of Salt Lake)**

On the 2nd day of October, 1990, personally appeared before me O. Eugene Johansen and D. Larry Anderson, who being duly sworn did say that they are respectively the Chairman and Director of the BOARD OF WATER RESOURCES, and that they signed the foregoing instrument in behalf of the said BOARD by authority of a resolution of said BOARD, and they also acknowledged to me that the said BOARD executed the same.

STATE OF UTAH)
County of Weber)**

On the 26th day of OCTOBER, 1990, personally appeared before me Leslie E. Randall and Lee Ann Fuller, who being duly sworn did say that they are respectively the President and Secretary of the WEBER-BOX ELDER CONSERVATION DISTRICT and that they signed the foregoing instrument in behalf of said District by authority of a resolution of its Board of Directors, and they also acknowledged to me that said District executed the same.

[Signature]
Notary Public
 **NOTARY PUBLIC**
BOYD PHILLIPS
1636 West North Temple, #310
Salt Lake City, Utah 84110
My Commission Expires
May 19, 1992
STATE OF UTAH

[Signature]
Notary Public
 **TEREL H GRIMLEY**
Notary Public
STATE OF UTAH
My Commission Expires
September 22, 1993
471 W 2nd St, Ogden, UT 84404

CERTIFICATION AND ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
County of Weber)

Comes now Lee Ann Fuller, who being first duly sworn upon oath deposes and says: That she is the duly qualified Secretary of the WEBER-BOX ELDER CONSERVATION DISTRICT, a conservation district organized under the laws of the State of Utah; that on the 12th day of JULY, 1990, a meeting of the BOARD OF DIRECTORS of the aforesaid district was held at OGDEN, Utah, which meeting was held in the manner required by law and after due notice had been given to the aforesaid BOARD OF DIRECTORS in the manner prescribed by law; that at such meeting a quorum of the Board was present to legally authorize the aforesaid Board to transact the business for which the aforesaid meeting was held; and that at said meeting the following resolution was made, seconded, and passed by a legal majority of the Board.

R E S O L U T I O N

IT IS HEREBY RESOLVED that Leslie E. Randall, President, and Lee Ann Fuller, Secretary, acting on behalf of the WEBER BOX-ELDER CONSERVATION DISTRICT are hereby authorized to enter into a contract with the State of Utah, acting through the Board of Water Resources, for the construction of a water conservation project consisting of construction and repair of two concrete-lined reservoirs, construction of a new Unit H pump station, and installation of 3,700 feet of distribution pipeline located in Sections 19 and 34, T7N, R1W, SLB&M.

FURTHER, that the total estimated cost of completing the project will be \$550,000, of which amount the Board of Water Resources will pay 80 percent of the cost of construction but not to exceed \$440,000 and all additional costs to complete the project will be paid by the WEBER BOX-ELDER CONSERVATION DISTRICT, and

FURTHER, that this district shall assign to the Board of Water Resources its properties, easements, and water rights, appurtenant to said project on condition that the same be reconveyed to this district upon the payment of the purchase price thereof, such purchase price to be the combined total of all money paid by the Board of Water Resources for the construction of the project, but not to exceed \$440,000, plus all expense incurred by the Board of Water Resources for investigation, development, and administration in its accomplishment of project, and

FURTHER, that this district shall have full use of such properties and water rights during the life of this contract, provided this district is not delinquent in any of its obligations under the contract. We further authorize the Board of Directors of this district to levy taxes against all property owners in the district for any payments which may become delinquent under the terms of the aforesaid contract.

Lee Ann Fuller
Secretary

STATE OF UTAH)
): ss
County of Weber)

On this 12~~th~~ day of July, 1990, appeared before me Lee Ann Fuller who is personally known to me to be the Secretary of the WEBER BOX-ELDER CONSERVATION DISTRICT and who did acknowledge to me under oath that she executed the aforesaid document entitled "Certification and Acknowledgment" on behalf of said district.

Norma J. Finch
NOTARY PUBLIC

My Commission Expires: June 16, 1991



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